

## RENTAL AGREEMENT

**EQUIPMENT RENTAL AGREEMENT** (the “Equipment Rental Agreement” or this “Agreement”) is executed effective as the date stated on the invoice between RHINCO EQUIPMENT, LLC, a New Hampshire Limited Liability Corporation having its principal office at 187 Dover Rd, Chichester, New Hampshire (the “Lessor”) and the “Lessee” as stated on the rental invoice.

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the following equipment (the “Equipment”):

Description: \_\_\_\_\_  
\_\_\_\_\_

which is owned by RHINCO EQUIPMENT, LLC, and has an approximate value of \$75,000, to the Lessee, and the Lessee leases said equipment from the Lessor on the following terms:

1. **Lease.** The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this agreement. Electronic signatures are valid signatures. Machines can be swapped and lease can be extended if lessor and lessee agree.
2. **Term.** This Agreement hereby commences on date and time on the rental invoice and will be returning said Equipment by date and time as stated on the rental invoice unless an extension to the rental is agreed upon with Rhinco Equipment.
3. **Lease Amount.**
  - a. The lease will be paid in the amount as stated on the invoice.
  - b. A late payment fee of \$ 540 will be paid by Lessee for any delinquent payments. Late balance will be charged a 10% fee per month.
  - c. The penalty amount will be \$400 per day if not returned by the date listed in section in invoice unless otherwise agreed upon with Rhinco Equipment.
  - d. Machine is subject to 10 operating hours per day. Additional operating hours over 10 hours will be charged at \$50 per hour.
4. **Use of Equipment**
  - a. Only the Lessee or Authorized users: Customer’s employer, employees, fellow employees in the course of such employee’s regular employment, or persons approved by Rhinco Equipment LLC in writing, will use the Equipment for the purpose for which it was designed and not for any other purpose.
  - b. The Lessee will use the Equipment in a good and careful manner and will comply with all the manufacturer’s requirements and recommendations respecting the Equipment and will any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environment and copyright law.
  - c. Customers and all Authorized operators must hold a valid driver’s license to operate a motor vehicle, be of legal age, properly qualified to operate said machinery and have a valid operator’s license with respect to the equipment where required by law.
  - d. Unless the Lessee obtains express and written consent of the Lessor, the Lessee will not alter, modify, or attach anything to the Equipment unless the alteration, modification or attachment is easily removable, and for its designated purpose, without damaging the functional capabilities or economic value of the Equipment.
5. **Maintenance, Injury, Loss, and Damage**

- a. The Lessee will, at the Lessee's own expense, keep the Equipment in the same condition it is received with normal and reasonable wear and tear excepted.
- b. The Lessee shall pay for all damages to the said equipment while in the lessee's possession or control and will return it to a state of good repair, appearance, and condition. The Lessor will give the Lessee written notice of and invoices for the said repairs.
- c. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage, or destruction to the Equipment from any and every cause and must replace said Equipment.
- d. The lessee will be responsible for payment of all deductibles in the event of loss or damage.
- e. The lessee will be responsible for any attorney and court fees if there is to be a dispute.
- f. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss, damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
- g. Lessor agrees to provide a full tank of fuel for all Equipment rented to Lessee and Lessee agrees to return the Equipment with a full fuel tank, or, if not, provide Lessor with a refueling charge fee of 5 per gallon.

6. **Insurance**

- a. RHINCO EQUIPMENT, LLC, will be held harmless for any injury, property damage, or loss that occurs using said Equipment.
- b. **Individuals or businesses who are renting equipment with a value exceeding twenty-five thousand dollars (\$85,000) worth of equipment must abide by the terms listed below:**
  - i. Lessee agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance:
    1. **Property Insurance**, for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable).
    2. **Commercial General Liability Insurance**, with limits of insurance not less than one-million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) aggregate.
  - ii. Lessor will be named as an additional insured for all claims whether insured for all claims and liability arising out of maintenance, operation, or use by Lessee of Equipment leased to Lessee by Lessor.
  - iii. Lessee further agrees that the amount of insurance available to Lessor shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Agreement.
  - iv. The Lessee shall, at their own expense, maintain insurance to cover any and all said losses while said equipment is in the Lessee's possession or control, property damage insurance in amounts and with companies acceptable to lessor, with lessor named as an additional insured. Lessee shall deliver adequate evidence of insurance to lessor and such insurance shall provide that it may not be canceled or non-renewed without at least 10 days' notice to lessor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

By: \_\_\_\_\_

**LESSEE**

By: Corino Yacubacci

**RHINCO EQUIPMENT, LLC**